



BOARD OF DIRECTORS SERVICES AGREEMENT 董事会服务协议

This Board of Directors Services Agreement (the “Agreement”), dated January 15th, 2018, is entered into between Santo Mining Corp, a Florida corporation (“the Company”), and Mr. Lin Yong Vice President of Canoe Pool China and Mrs. Xin Pangan Director of Business Development of Canoe Pool China as an individuals with a principal place of residence in China (“Director”).

本董事会服务协议（“协议”）签订于 2018 年 1 月 15 日，协议双方分别为 Santo Mining Corp，一家位于佛罗里达州的公司（“公司”），和_____先生，主要居住地位于中国的个人（“董事”）。

WHEREAS, the Company desires to retain the services of Director for the benefit of the Company and its stockholders; and

鉴于，公司为了自身及其股东的利益想要继续获得董事的服务；以及

WHEREAS, Director desires to continue to serve on the Company’s Board of Directors for the period of time and subject to the terms and conditions set forth herein;

鉴于，董事愿意继续为公司的董事会服务一段时间并遵从本协议所述之条款和条件的规定；

NOW, THEREFORE, for consideration and as set forth herein, the parties hereto agree as follows:

现在，因此，基于对价和本协议所述之内容，双方当事人于此同意如下规定：

1. Board Duties. 董事会职责。

Director agrees to provide services to the Company as a member of the Board of Directors. Director shall, for so long as he remains a member of the Board of Directors, but in any case not less than one year from the date hereof, meet with the Company upon written request, at dates and times mutually agreeable to Director and the Company, to discuss any matter involving the Company or its Subsidiaries, which involves or may involve issues of which Director has knowledge and cooperate in the review, defense or prosecution of such matters. Director acknowledges and agrees that the Company may rely upon Director’s expertise in product development, marketing or other business disciplines where Director has a deep understanding with respect to the Company’s business operations and that such requests may require substantial additional time and efforts in addition to Director’s customary service as a member of the Board of Directors. Director will notify the Company promptly if he is subpoenaed or otherwise served with legal process in any matter involving the Company or its subsidiaries. Director will notify the Company if any attorney who is not representing the Company contacts or attempts to contact Director (other than Director’s own legal counsel) to obtain information that in any way relates to the Company or its



Subsidiaries, and Director will not discuss any of these matters with any such attorney without first so notifying the Company and providing the Company with an opportunity to have its attorney present during any meeting or conversation with any such attorney.

董事同意作为董事会的成员向公司提供服务。董事应当，在继续作为董事会成员的期限之内，但是在任何情况下都不得少于自本协议签订之日起的 1 年时间，经书面请求与公司会面，日期和时间由董事和公司相互协商，来讨论有关公司或其子公司的任何事宜，这些事宜涉及或可能涉及董事熟悉的问题，并在此类事宜的审查，防守或诉讼方面进行协作。董事承认并同意公司可能依赖董事在产品开发，市场营销或董事就有关公司的业务运营有着深入理解的其他业务部门的专业知识，而且此类请求除了需要董事作为董事会成员的符合惯例的服务之外，可能还需要大量额外的时间和努力。如果董事由于涉及公司或其子公司的任何事宜收到了传票或以其他方式陷入法律程序之中，那么董事将须立即通知公司。如果不代理公司的任何律师联系或试图联系董事（董事自己的法律顾问除外），想要获取以任何方式与公司或其子公司有关的信息，那么董事将须通知公司，而且未经首先通知公司并给予公司在与任何此类律师的会见或对话过程中派自己的律师出席的机会，董事不得与任何此类律师谈论任何此类事宜。

2. Compensation. 薪酬。

As compensation for the services provided herein, the Company shall pay to Director an amount of \$75,000USD, paid in Stock Options. Payments shall be made to Director every 90 days as long as Director continues to fulfill his duties and provide the services set forth above.

作为对此中所提供的服务的报酬，公司应当以股票期权的形式向董事支付\$75,000USD。只要董事继续履行上述职业并提供服务，那么公司每 90 天应当向董事支付一次。

3. Benefits and Expenses. 福利和开支。

The Company shall continue to provide health insurance on the same terms as provided to the senior executives of the Company for a period of three (3) years from the date hereof, provided that Director continues to provide the services contemplated hereby. The Company will reimburse Director for reasonable business expenses incurred on behalf of the Company prior to the date hereof. The Company shall also reimburse Director for reasonable out-of-pocket expenses incurred in connection with discharging his duties as a Board member. Any additional expenses shall be pre-approved by the CEO or CFO of the Company and will be reimbursed subject to receiving reasonable substantiating documentation relating to such expenses. Any existing property of the Company used by Director may be purchased from the Company at its current fair market value, to be determined in good faith by the CFO of the Company, or returned to the Company.

公司应当以与向公司的高级管理人员所提供的相同条款在协议签订之日起的三（3）年期限内继续提供健康保险，只要董事继续提供本协议所拟定的服务。公司应当在发生之日前为董事报销由于其代表公司的行为所产生的合理的业务费用。公司还应当为董事报销由与



履行其作为董事会成员的职权有关的行为所招致的合理的自付费用。任何额外的开支应当由公司的 CEO 或 CFO 预先核准，且将根据所收到的与此类开支有关的合理的证明文件予以报销。董事所使用的公司的任何现存财产可以按照其当前合理的市场价格从公司予以购买，合理的市场价格由公司的 CFO 善意确定，或将其返还给公司。

4. Mutual Non-Disparagement.相互不贬低。

Director and the Company mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any party with respect to either of them. Further, the parties hereto agree to forbear from making any public or non-confidential statement with respect to the any claim or complain against either party without the mutual consent of each of them, to be given in advance of any such statement.

董事和公司均同意进行克制，不得擅自，或唆使他人制作，发布，核准或支持任何及全部贬低性评论，贬损性声明或向其中任何一方所进行的批评。此外，未经双方当事人一致同意，双方于此均同意进行克制，不得进行与针对任一方当事人所为的任何索赔或投诉有关的任何公开或非保密性声明，未经双方当事人一致同意，此类声明不得提前作出。

5. Anti-Dilution.反稀释。

The Company agrees to not issue equity capital for consideration less than fair market value, or otherwise issue equity capital that would have the effect of diluting Director's ownership position in the Company in a manner that is not implemented pro-rata with respect all stockholders. Issuance of stock options or other equity grants to employees or consultants, shares issued in connection with acquisitions approved by the Board of Directors, and shares issued for consideration at fair market value shall not be considered dilutive.

公司同意不得发行对价低于合理市场价格的股权资本，或以并非按照全部股东的股权比例予以执行的方式发行对董事在公司的股权地位产生稀释效果的股权资本。股票期权的发行或授予雇员或顾问的其他股权，与由董事会核准的收购相关的股份的发行，和以合理的市场价格作为对价的股份的发行不得视为稀释股权。

6. Cooperation.合作。

In the event of any claim or litigation against the Company and/or Director based upon any alleged conduct, acts or omissions of Director during the tenure of Director as an officer of the Company, whether known or unknown, threatened or not as of the time of this writing, the Company will cooperate with Director and provide to Director such information and documents as are necessary and reasonably requested by Director or his counsel, subject to restrictions imposed by federal or state securities laws or court order or injunction. The Company shall cooperate in all respects to ensure that Director has access all available insurance coverage and shall do nothing to damage Director's status as an insured, and shall provide all necessary information for Director to make or tender any claim under applicable coverage.



如果发生针对公司和/或董事基于任何有嫌疑的行为，作为公司高管的董事在任期内的作为或不作为提起的任何主张或诉讼，无论是已知还是未知的，无论截至撰写本条款时是否即将发生，公司将与董事进行合作并向董事提供董事或其律师合理要求的必不可少的此类信息和文件，这些行为须遵从联邦或州证券法或法庭命令或禁止令所强制实行的限制规定。公司在各个方面应当予以合作，确保董事获得可用保险，且不得作出有损董事作为被保险人身份的任何行为，而且应当为董事提供全部必要的信息以依据可适范围发出主张。

7. Board of Directors Status of Director. 董事的董事会成员身份。

Director's membership on the Company Board of Directors shall not be disturbed for at least the greater of any period of time: (a) specified in any other agreement or contract defining Director's role as a member of the Board of Directors, (b) a period of three years from the date hereof, or (c) so long as Director owns, directly or indirectly, at least 10% of the issued or outstanding equity stock in the Company. Membership on the Board shall require adherence to board member conduct policies adopted by the board and enforced equally upon all directors. Director may voluntarily resign his position on the Board of Directors at any time and without penalty or liability of any kind, subject to Section 2 above.

董事在公司董事会的成员资格在至少超过以下任何期限时间内不得受到妨碍：（a）将董事的角色定义为董事会成员的任何其他协议或合同中的明确规定，（b）自本协议签订之日起 3 年内，或（c）只要董事在公司直接或间接拥有至少 10% 的已发行或未支付的股票。董事会的成员资格需要遵守董事会正式通过且对全部董事平等执行的董事会成员行为政策。董事可以随时辞去其在董事会的职务，根据以上第 2 节的规定，如此做不会产生任何形式的罚金或责任。

8. Confidentiality. 保密性。

Subject to exceptions mutually agreed upon by the parties to this Agreement in advance and in writing, the terms and conditions of this Agreement shall remain confidential and protected from disclosure except as required by law in connection with any registration or filing, in relation to a lawful subpoena, or as may be necessary for purposes of disclosure to accountants, financial advisors or other experts, who shall be made aware of and agree to be bound by the confidentiality provisions hereof.

根据双方当事人在撰写条款之前及撰写过程中对本协议一致同意的例外规定，本协议的条款和条件应当予以保密，保护其免遭披露，除非法律就有关任何的登记或存档有此要求，与合法传讯有关，或可能对于向会计人员，财务顾问或其他专家的披露目的是必要的，在这种情况下，相关人员应当意识到且同意受到此处保密条款的约束。

9. Governing Law. 准据法。

This Agreement shall be governed by the law of the State of Florida. In the event of any dispute regarding the performance or terms hereof, the prevailing party in any litigation



shall be entitled to an award of reasonable attorneys' fees and costs of suit, together with any other relief awarded hereunder or in accordance with governing law.

本协议应当由佛罗里达州的法律予以管辖。如果有关本协议条款的履行发生任何争议，任何诉讼中的胜诉方应当有权获得合理的律师费和诉讼成本奖励，以及依此或根据准据法获得任何其他救济奖励。

In witness whereof, the parties hereto enter into this Agreement as of the date first set forth above.

双方当事人已于文首所示日期正式签署本协议，特此为证。

THE COMPANY - 公司:
Santo Mining Corp.

Name -姓名: Mr. Franjose Yglesias
Title -职位: CEO/Chairman
2018-01-29

DIRECTORS -董事:

Name -姓名: Mr. Lin Yong
Title -职位: Vice President
2018-01-29

Name -姓名: Mrs. Xie Pingan
Title -职位: Director of Business
Development
2018-01-29